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U.S. Department of Commerce
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09/767418

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Conveyance Type

- ☐ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☒ Other Joint Inventor Agreement
- U.S. Government**
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- ☐ Departmental File ☐ Secret File

Conveying Party(ies)☐ Mark if additional names of conveying parties attachedName (line 1) Burton SimonExecution Date
Month Day Year
01/04/01

Name (line 2) _____

Second PartyName (line 1) Brian Van DuzeeExecution Date
Month Day Year
01/04/01

Name (line 2) _____

09/767418**Receiving Party**☒ Mark if additional names of receiving parties attachedName (line 1) Burton Simon

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2) _____

Address (line 1) P.O. Box 235

Address (line 2) _____

Address (line 3) SilverthorneColorado80498

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

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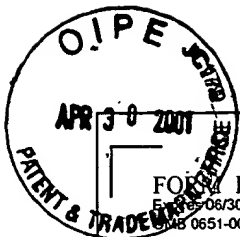
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FOIA PTO-1619B
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U.S. Department of Commerce
Patent and Trademark Office
PATENT

Correspondent Name and Address

Area Code and Telephone Number **504-433-3100**

Name **Shawn D. Sentilles**

Address (line 1) **P.O. Box 208**

Address (line 2) **Belle Chasse, Louisiana 70037**

Address (line 3)

Address (line 4)

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Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

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Patent Application Number(s)

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **40.00**

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

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Authorization to charge additional fees:

Yes ☐ No ☐

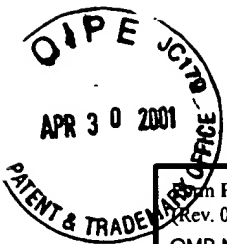
Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Shawn D. Sentilles
Name of Person Signing


Signature

1-23-2001
Date



Additional Names

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
<div>1. Name of conveying party(ies): Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: _____</div>		<div>2. Name and address of receiving party(ies) Name: <u>Brian Van Duzee</u> Internal Address: _____ Street Address: <u>500 Hartford Street</u> City: <u>Boulder</u> State: <u>Co</u> Zip: <u>80303</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>
<div>4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) _____ B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</div>		
<div>5. Name and address of party to whom correspondence concerning document should be mailed: Name: _____ Internal Address: _____ Street Address: _____ City: _____ State: _____ Zip: _____</div>		<div>6. Total number of applications and patents involved: <input type="checkbox"/> 7. Total fee (37 CFR 3.41).....\$ _____ <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</div>
DO NOT USE THIS SPACE		
<div>9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> _____ Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/></div>		



JOINT INVENTOR AGREEMENT

Pursuant to 35 U.S.C. 262, the undersigned joint inventors of the below described Technology, namely,

Burton Simon, an individual residing at P.O. Box 235, Silverthorne, Colorado 80498;
and

Brian Van Duzee, an individual residing at 500 Hartford Street, Boulder, Colorado 80303,

(collectively, "Parties") for and in consideration of the mutual obligations and contributions of each inventor to the development of the Technology, hereby covenant as follows:

(a) This agreement applies to the following Technology:

- (1) any and all improvements disclosed in the continuation-in-part patent application entitled "Parimutuel Betting Game Based On Live Sporting Events" filed herewith; and
- (2) any continuation patent application, continuation-in-part patent applications, divisional patent applications, renewal patent applications, foreign counterpart patent applications of the above identified patent application, or substitutes of the above identified patent application, and as well as to any Letters Patent, any reissue patents or reexamination patents, or any foreign patent equivalents thereof, of above identified patent application.

(b) Each Party hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

(c) No Party shall make, use, or sell products or methods which fall within the scope of the Technology of the Agreement without accounting to the other Parties to this Agreement, said accounting to be in proportion to each Party's respective right, title, and interest herein.

(d) This Agreement shall be binding upon the successors, assigns, and legal representatives of the Parties.

(e) No Party may license his rights in the Technology without the written consent of the other Parties to this Agreement.


(f) A Party may assign all or a part of his right, title, and interest in the Technology without the consent of the other Parties to this Agreement, provided that: (i) the non-assigning Parties shall have right of first refusal to acquire the assigning Party's subject right, title, and interest in the Technology on terms consistent with the fair market value of the subject right, title, and interest; and

(ii) any subsequent non-Party assignee shall agree to be bound by the terms and conditions of this Agreement.

(g) Simon shall own 75 % (seventy-five percent) of all right, title, and interest in the Technology.

(h) Van Duzee shall own 25 % (twenty-five percent) of all right, title, and interest in the Technology.

PARTIES:



Burton Simon

Date: 1/4/01



Brian Van Duzee

Date: 1/4/01